

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS**

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
BUZZ THE BUMBLE BEE	US	11/6/2000	76/159,961	3/25/2003	2,701,027
COSMIX	US	7/8/2004	78/447,697	11/29/2005	3,022,126
CYBERSLIDE	US	9/17/2001	76/313,197	3/25/2003	2,701,284
DISCOVERY MOUNTAIN	US	2/25/1998	75/440,200	12/8/1998	2,209,296
DISCOVERY SERIES	US	8/30/2004	78/475,878	5/9/2006	3,089,532
DURA MAX	US	6/23/1999	75/734,450	11/14/2000	2,403,690
F5	US	3/27/2003	78/230,838	5/3/2005	2,946,690
GT H2O	US	9/10/2001	76/310,851	11/12/2002	2,648,995
GTIMPAX	US	7/18/2001	76/287,304	6/17/2003	2,726,510
GTSHADE & Design	US	7/30/2004	78/459,751	6/27/2006	3,110,303
KIDMAGNETS	US	7/20/2001	76/288,416	2/4/2003	2,682,666
KIDTIME	US	8/25/2004	78/473,019	11/22/2005	3,017,688
LUNAR MOUNTAIN CLIMBER	US	1/13/2000	75/896,072	1/2/2001	2,417,554
MISCELLANEOUS DESIGN (Orbits)	US	7/9/2004	78/448,397	5/2/2006	3,088,623
MISCELLANEOUS DESIGN (Playcore Logo)	US	9/6/2001	76/310,419	6/25/2002	2,585,243
MISCELLANEOUS DESIGN (Powerscape Logo)	US	3/26/2002	76/387,774	2/24/2004	2,818,084
MOVING PLAY FORWARD	US	3/28/2002	76/388,479	2/4/2003	2,683,267
OVER-N-UNDER	US	7/13/2004	78/317,707	8/9/2005	2,984,060
PLAYCORE	US	8/28/2001	76/306,214	5/7/2002	2,567,406
PLAYGROUND PETS	US	9/10/2001	76/311,611	11/19/2002	2,651,652
PLAYWORX	US	4/30/2004	78/410,927	3/14/2006	3,069,259
PLAYWORX (Stylized)	US	4/30/2004	78/411,053	3/14/2006	3,069,260
POWERLOCK	US	3/27/2002	76/387,343	1/27/2004	2,809,167
POWERSCAPE	US	3/26/2002	76/387,327	7/15/2003	2,738,770
RAIN WHEEL	US	9/18/2001	76/313,941	11/4/2003	2,780,236
SHUTTLE GLIDER	US	1/13/2000	75/896,062	9/25/2001	2,492,080
SHUTTLE TOWER	US	1/13/2000	75/896,311	9/25/2001	2,492,084
SWING-N-SLIDE	US	4/27/1992	74/269,926	7/6/1993	1,780,415
SWING-N-SLIDE TUFF KIDS COMMERCIAL PLAYGROUNDS & Design	US	2/22/2000	75/924,114	10/30/2001	2,501,550
THE LEADER IN PLAY	US	10/6/2003	78/309,652	3/8/2005	2,931,977
THE POWER OF PLAY	US	8/29/2002	76/446,441	2/3/2004	2,811,516
TITAN	US	11/6/2000	76/159,960	8/6/2002	2,605,670
TOTSTUFF & Design	US	5/14/2003	78/249,525	9/28/2004	2,890,407
TUFF KIDS	US	1/27/2000	75/904,371	10/30/2001	2,501,514

A-1

TRADEMARK
REEL: 003521 FRAME: 0880

TRADEMARK
REEL: 003575 FRAME: 0357

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
TUFF TOTS	US	1/13/2000	75/896,314	7/24/2001	2,471,262
TURBO TUBE SLIDE	US	3/10/1993	74/366,650	7/18/1995	1,905,747
TWIN SHUTTLE TOWERS	US	1/13/2000	75/896,008	9/25/2001	2,492,078
WALLCANO	US	8/29/2002	76/445,558	11/11/2003	2,783,025
WILDERSLIDE	US	10/17/2003	78/314,974	5/31/2005	2,958,538
WILDSLIDE	US	9/18/2001	76/313,648	6/10/2003	2,725,525

SCHEDULE B**UNITED STATES TRADEMARK APPLICATIONS**

Trademark	Country	Filing Date	Serial No.
BUILD AND PLAY IN ONE DAY!	US	10/20/2005	78/736,923
GIZMO	US	10/19/2004	78/502,269
GLIDEBOARD	US	11/1/2204	78/509,320
GT XCELERATOR	US	8/31/2005	78/704,673
SKY RUNNER	US	11/13/2006	77/042,373
XSCAPE	US	2/20/2006	78/819,059
ZIP SLIDE	US	8/31/2005	78/704,194

SCHEDULE C**FOREIGN TRADEMARK REGISTRATIONS**

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
GAMETIME	CTM	12/27/2000	2028425	10/7/2002	2026425
SWING-N-SLIDE	Mexico	8/4/1994	207,505	5/21/1995	490,518

SCHEDULE D**FOREIGN TRADEMARK APPLICATIONS**

None.

A-2

TRADEMARK
REEL: 003521 FRAME: 0881

TRADEMARK
REEL: 003575 FRAME: 0358

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS**

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
BUZZ THE BUMBLE BEE	US	11/6/2000	76/159,961	3/25/2003	2,701,027
COSMIX	US	7/8/2004	78/447,697	11/29/2005	3,022,126
CYBERSLIDE	US	9/17/2001	76/313,197	3/25/2003	2,701,284
DISCOVERY MOUNTAIN	US	2/25/1998	75/440,200	12/8/1998	2,209,296
DISCOVERY SERIES	US	8/30/2004	78/475,878	5/9/2006	3,089,532
DURA MAX	US	6/23/1999	75/734,450	11/14/2000	2,403,690
F5	US	3/27/2003	78/230,838	5/3/2005	2,946,690
GT H2O	US	9/10/2001	76/310,851	11/12/2002	2,648,995
GTIMPAX	US	7/18/2001	76/287,304	6/17/2003	2,726,510
GTSHADE & Design	US	7/30/2004	78/459,751	6/27/2006	3,110,303
KIDMAGNETS	US	7/20/2001	76/288,416	2/4/2003	2,682,666
KIDTIME	US	8/25/2004	78/473,019	11/22/2005	3,017,688
LUNAR MOUNTAIN CLIMBER	US	1/13/2000	75/896,072	1/2/2001	2,417,554
MISCELLANEOUS DESIGN (Orbits)	US	7/9/2004	78/448,397	5/2/2006	3,088,623
MISCELLANEOUS DESIGN (Playcore Logo)	US	9/6/2001	76/310,419	6/25/2002	2,585,243
MISCELLANEOUS DESIGN (Powerscape Logo)	US	3/26/2002	76/387,774	2/24/2004	2,818,084
MOVING PLAY FORWARD	US	3/28/2002	76/388,479	2/4/2003	2,683,267
OVER-N-UNDER	US	7/13/2004	78/317,707	8/9/2005	2,984,060
PLAYCORE	US	8/28/2001	76/306,214	5/7/2002	2,567,406
PLAYGROUND PETS	US	9/10/2001	76/311,611	11/19/2002	2,651,652
PLAYWORX	US	4/30/2004	78/410,927	3/14/2006	3,069,259
PLAYWORX (Stylized)	US	4/30/2004	78/411,053	3/14/2006	3,069,260
POWERLOCK	US	3/27/2002	76/387,343	1/27/2004	2,809,167
POWERSCAPE	US	3/26/2002	76/387,327	7/15/2003	2,738,770
RAIN WHEEL	US	9/18/2001	76/313,941	11/4/2003	2,780,236
SHUTTLE GLIDER	US	1/13/2000	75/896,062	9/25/2001	2,492,080
SHUTTLE TOWER	US	1/13/2000	75/896,311	9/25/2001	2,492,084
SWING-N-SLIDE	US	4/27/1992	74/269,926	7/6/1993	1,780,415
SWING-N-SLIDE TUFF KIDS COMMERCIAL					
PLAYGROUNDS & Design	US	2/22/2000	75/924,114	10/30/2001	2,501,550
THE LEADER IN PLAY	US	10/6/2003	78/309,652	3/8/2005	2,931,977
THE POWER OF PLAY	US	8/29/2002	76/446,441	2/3/2004	2,811,516
TITAN	US	11/6/2000	76/159,960	8/6/2002	2,605,670
TOTSTUFF & Design	US	5/14/2003	78/249,525	9/28/2004	2,890,407
TUFF KIDS	US	1/27/2000	75/904,371	10/30/2001	2,501,514

A-1

TRADEMARK
REEL: 003521 FRAME: 0880

TRADEMARK
REEL: 003575 FRAME: 0360

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
TUFF TOTS	US	1/13/2000	75/896,314	7/24/2001	2,471,262
TURBO TUBE SLIDE	US	3/10/1993	74/366,650	7/18/1995	1,905,747
TWIN SHUTTLE TOWERS	US	1/13/2000	75/896,008	9/25/2001	2,492,078
WALLCANO	US	8/29/2002	76/445,558	11/11/2003	2,783,025
WILDERSLIDE	US	10/17/2003	78/314,974	5/31/2005	2,958,538
WILDSLIDE	US	9/18/2001	76/313,648	6/10/2003	2,725,525

SCHEDULE B**UNITED STATES TRADEMARK APPLICATIONS**

Trademark	Country	Filing Date	Serial No.
BUILD AND PLAY IN ONE DAY!	US	10/20/2005	78/736,923
GIZMO	US	10/19/2004	78/502,269
GLIDEBOARD	US	11/1/2204	78/509,320
GT XCELERATOR	US	8/31/2005	78/704,673
SKY RUNNER	US	11/13/2006	77/042,373
XSCAPE	US	2/20/2006	78/819,059
ZIP SLIDE	US	8/31/2005	78/704,194

SCHEDULE C**FOREIGN TRADEMARK REGISTRATIONS**

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
GAMETIME	CTM	12/27/2000	2028425	10/7/2002	2026425
SWING-N-SLIDE	Mexico	8/4/1994	207,505	5/21/1995	490,518

SCHEDULE D**FOREIGN TRADEMARK APPLICATIONS**

None.

A-2

TRADEMARK
REEL: 003521 FRAME: 0881

TRADEMARK
REEL: 003575 FRAME: 0361

SCHEDULE E

TRADE NAMES

None.

A-3

TRADEMARK
REEL: 003521 FRAME: 0882

TRADEMARK
REEL: 003575 FRAME: 0362

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "**Assignment**") is made effective as of February 21, 2007 ("**Effective Date**") by and between PlayCore IP Sub, Inc., a Delaware corporation ("**Assignee**"), and PlayCore Wisconsin, Inc. ("**Assignor**"). Assignee and Assignor are referred to collectively herein as the "**Parties**." Reference is hereby made to the Purchase Agreement by and among the Parties and certain other parties dated February 21, 2007, and all terms used in this Assignment and not defined herein shall be defined in the manner set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on Schedule A attached hereto, the United States applications for trademark registration identified and set forth on Schedule B attached hereto, the foreign trademark registrations identified and set forth on Schedule C attached hereto, the foreign applications for trademark registration identified and set forth on Schedule D attached hereto and the trade names identified and set forth on Schedule E attached hereto (together with any other Marks owned by Assignor, collectively, the "**Trademarks**");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any and all Liens other than the Released Liens, all right, title and interest in and to the Trademarks, for the United States and for all foreign countries and multinational jurisdictions, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademark.

Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and

TRADEMARK
REEL: 003521 FRAME: 0883

TRADEMARK
REEL: 003575 FRAME: 0363

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this Assignment and/or to assist the Assignee in preserving, registering, protecting, enforcing, recording or perfecting its rights in, to or under any of the Trademarks.

This Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.


This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]


**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

PLAYCORE IP SUB, INC.

By: 
Name: Richard E Ruegger
Title: CFO

PLAYCORE WISCONSIN, INC.

By: 
Name: Richard E Ruegger
Title: CFO

RECORDED: 04/02/2007

TRADEMARK
REEL: 003521 FRAME: 0885

RECORDED: 06/27/2007

TRADEMARK
REEL: 003575 FRAME: 0365